



U.S. Department of Transportation

Federal Transit Administration

Part 9: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-15, October 1, 2008)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Grant Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Grant Agreement by the Grantee named below, the Grantee affirms this FTA Award, and enters into this Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(15), October 1, 2008,
<http://www.fta.dot.gov/documents/15-Master.pdf>
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: WA-96-X002-00

Grantee: CITY OF SEATTLE

Citation of Statute(s) Authorizing Project: 49 USC 5307 - Urbanized Area Formula - Economic Recovery

Estimated Total Eligible Cost (in U.S. Dollars): \$1,314,011

Maximum FTA Amount Awarded [Including All Amendments] (in U.S. Dollars): \$1,314,011

Amount of This FTA Award (in U.S. Dollars): \$1,314,011

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Project Certification Date:

Project Description:

09 ARRA 5307 Preventative Maint

The Project Description includes information describing the Project within the Project Application submitted to FTA, and the Approved Project Budget, modified by any additional statements displayed in this Grant Agreement, and, to the extent FTA concurs, statements in other documents including Attachments entered into TEAM-Web.

- a. This grant is subject to conditions, if any, contained in the Department of Labor's Certification of compliance with section 533 for this grant.
- d. The federal/non-federal matching funds ratio for ARRA funds is 100/0 for construction.
- a. Any income generated from grant activities will be used only for transit purposes.

Special Provisions for Projects Financed Under the American Recovery and Reinvestment Act (ARRA).

The Recipient agrees that the following provisions apply to American Recovery and Reinvestment Act of 2009 (ARRA) assistance authorized under Pub. L. 111-5, February 17, 2009, and agrees to comply with the requirements thereof, except to the extent FTA determines otherwise in writing:

- a. One-Time Funding. The Recipient acknowledges that receipt of ARRA funds is a "one-time" disbursement that does not create any future obligation by the FTA to advance similar funding amounts.
- b. Integrity. The Recipient agrees that all data it submits to FTA in compliance with ARRA requirements will be accurate, objective, and of the highest integrity.
- c. Violations of Law. The Recipient agrees that it and its subrecipients shall report any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.
- d. Maintenance of Effort. A Recipient that is a State agrees to comply with the maintenance of effort certification it has made in compliance with Section 1201 of ARRA.
- e. Emblems. The Recipient agrees to identify projects supported by FTA by attaching the appropriate emblems as the Federal Government may require.
- f. Reporting Requirements. In addition to other Federal reporting requirements applicable to the type of project undertaken, the Recipient agrees to
 - (1) Comply with the reporting requirements of ARRA, Section 1201(c) and (f).
 - (2) Comply with reporting requirements and deadlines of ARRA, Section 1512. Therefore, the Recipient report on the use of the funds and on the status of compliance with the National Environmental Policy Act by submitting the SF-PPR-Recovery form not later than 10 days after the end of each calendar quarter to FTA. The Recipients agrees to obtain a Dun and Bradstreet Universal Numbering System (DUNS) number (www.dnb.com) for any first tier subrecipient that does not have a DUNS number, and agrees to maintain, and require its first tier subrecipients to maintain, active and current profiles in the Central Contractor Registration (www.ccr.gov).
- g. Further Requirements. The Recipient agrees to comply with applicable future Federal requirements that may be imposed on the use of ARRA funds.

--- Page 1 ---

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION

FEDERAL TRANSIT ADMINISTRATION**SUPPLEMENTAL AGREEMENT
(Attachment to FTA G-15, October 1, 2008)**

It is the practice of the Federal Transit Administration to enter into a formal agreement with the Designated Recipient for projects that the Designated Recipient does not carry out directly. Under this Grant Agreement, the Grant Recipient is not the Designated Recipient. Therefore, the Designated Recipient hereby agrees to permit the Grant Recipient under this Grant Agreement to receive and dispense the Federal assistance funds described in this Grant Agreement. The Designated Recipient further agrees that the Grant Recipient shall assume all responsibilities set forth in this Grant Agreement.

The Federal Government and the Grantee under this Grant Agreement hereby agree that the Designated Recipient is not in any manner subject to or responsible for the terms and conditions of this Grant Agreement and is a party to this Grant Agreement only to assign the right to receive and dispense Federal funds to the Grantee as described above.

